

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE.

Bankruptcy # 05-73187 BM

HELEN L. GEORGE

Debtor

Chapter 7

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JAMES R. WALSH, TRUSTEE FOR THE  
BANKRUPTCY OF HELEN L. GEORGE

Movant

\*\*\*\*\*

APPEAL TO POSTPONE OR STAY  
ANY FURTHER REAL ESTATE SALES FOR  
THE FOLLOWING REASONS.

It is with strong conviction of Principle that I apply myself as a Pro SE in the above Bankruptcy Case. With over four years of being represented by legal council, my cases have continually been dismissed because of the following two reasons.

#1

On February 28, 2002 I SIGNED a refinance mortgage with Equity One. Inc. On or about June of 2002, a discovery was made that the wrong encumberance was transcribed on the mortgage. This error encumbered my intire subdivision. Equity One Inc. the mortgage company was imediately notified. After my insistence to correct the error, Equity One did nothing to make corrections.

Attorney Michael Emerick was hired to represented me. It took Attorney Emerick 17 months of negotiations to have Equity one release the home I live in, which is Parcel B of my subdivision.

During these 17 months Attorney Emerick was talked into signing a "praecipe to discontinue with prejudice". Attorney Emerick errored in believing what the Attorney for Equity One had discribed for the meaning of how the "Praecipe" was to be perceived. That became the first HUGE error! Attorney Emerick was taken off guard, and I relied on his judgment. Enclosed are copies of two Faxes relating to the error. Attorney Emerick then chose to no longer represent me after the release of my home.

Parcel C was now the issue of additional acreage release. Also the inability to continue to pay 2 mortgages and credit cards that were used to pay the contractor for seventeen months became evident.

#2

Attorney Arthur Cohen enters. Attorney Cohen files a law suit against Equity One Inc./ Chase Manhatten Bank.

Judge Peoples heard the trial.

Equity One requests I take the stand. He asks if I defaulted my payment.? My answer was an affirmative "Yes".

This opened the door for Attorney Cohen to ask me to explain why I defaulted.

Attorney Cohen takes me off the stand with absolutely no questions asked. Judge Peoples is lost with the action taken.

Judge Peoples orders both Attorneys to do briefs and be better prepared. Cohen ignores the initial order and is given additional time. Judge Peoples is angry with Attorney Cohen, especially when Cohen tries to submit his pre trial brief for a post trial brief.

Judge Peoples had given every opportunity to Attorney Cohen to tell his side. That never happened!

Judge Peoples orders Foreclosure.

I asked Attorney Cohen what happens now?

He tells me we go to Superior Court.

The same thing happened in Superior Court. He was dismissed by Superior Court for failure to follow rules.

I asked him what happens now?

He charges me \$2400.00 to file bankruptcy.

He files the wrong one, Chapter 13.

He makes no effort to explain the complete process to me. He only assured me that the sheriff sale will eliminate all my debts, even the unsecured debts.

I urged and urged him to please proceed on my financial damage law suit. (This is the suit that Judge Peoples was going to hear about at the original trial.) I wanted to pay all my debts to everyone, and I wanted to be put back together again as a whole person.

He made several more attempts, but the Blair County Judges overruled each try and Equity One's elegant attorney orator won all the battles by using the "praecipe". The illegal mortgage was never brought up for litigation.

Attorney Cohrn eventually got around to doing depositions with the Title and Closing Company and the loan originator of the Mortgage Company, all of which should have been available for my original complaint in Judge Peoples courtroom. The depositions have never been seen by any of the Judges at any of the hearings. Therefore it made it impossible for our Local Judges to consider anything beyond the "Praecipe to Discontinue".

Even you, Your Honororable Judge Markovitz, I believe were not aware of the "Praecipe". I don't believe you would have made the statement on the day of the bankruptcy hearing to return the case back to the Local Courts as it states in the court transcript. You also spoke of a quiet title to help resolve at least the issue of the 4.5 acres that the Mortgage Company never released.

Attorney Cohen never took action on the subjects.

I released Attorney Cohen after his last court failure in Judge Carpenter's Court.

Judge Carpenter sent me a copy of his order, and he, knowing I was without representation, implied to me that if I wanted to appeal his order, I could do so in Superior Court.. I vigorously attempted to retain a new attorney, but was completely unsuccessful. No attorney wanted involved in this 5 year "mess".

That is how I became my own council, Pro Se.

I picked up all of my files from Attorney Emerick and Attorney Cohen.

I discovered things that I had no knowledge of under council of Attorney Cohen, and even Attorney Emerick. There were paper trails in the files that should have won the case at the first trial. I found them, and I'm no attorney. I sent my findings to Superior Court as pro se.

I have a fraudulent, totally illegal mortgage. Even the added discription which was done after the mortgage was consummated, is information taken from an indenture which is totally non descriptive of my subdivisions. Superior Court has denied the QUASH in the original appeal and the supplemental motion to quash is also DENIED.

Their decision just arrived in the mail on Saturday, May 5, 2007  
A copy is enclosed.

I can finally proceed with my suit.

Please, Your Honor and Attorney Walsh, with all due respect, allow me the

time to restore my name and win my just dues. If you proceed with the sale of my business real estate, another grevious wrong will have been put upon me.

That business real estate is my retirement insurance policy. It has always been my insurance policy. The lease on that property is written in such a manner that the Tenants have every right to do whatever it takes to better their business. They have in fact, remodeled the intire building. I paid for a new expensive rubber roof several years ago.

The lease even includes a paragraph saying that if the tenants would move before I sell, all the new fixtures and such are left behind. They don't want to move, I don't want to sell. Of course this is their opportunity to acquire the building at a far lesser price because of the insinuating circumstances that have befallen on me.

This action has reduced my income to \$750.00 monthly. The money is deposited on the 24th of each month. I use this money to pay my utilities and hospitalization , insurance, etc. As of today, I have maybe \$100.00 left for the intire month.

Also the \$10,000.00 Judgment to Thomas Johnson Construction is on a garage that sits squarely in the middle of a sub division line. One half is on my side, the other half is on the side of the new owner of Parcel C that you gave written order to sell at sheriff sale.

Johnson will get his money from the sale of the real estate, and I get one half of a garage because of a fraudulent mortgage.

Attorney Kirk Kling was also made aware of faulty windows that were installed by Johnson during my remodeling. For the past 5 years I have lived with that also.

These statements are only a part of the things that have transpired since I signed a fraudulent mortgage.

Please Your Honor, I need the stay from you to continue to persue justice. Adding any further financial injury to the problem that was created by the mortgage company and/or their employees, only deepens the hole I've been buried in for so long.

\$750.00 a month will never see me into court.

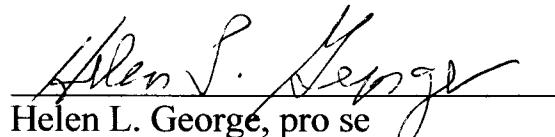
In addition to being permitted to continue by Superior Court, I have filed law suits against The Closing Company and The Title Company for their cohortion in the closing and recording and fraudulent way the closing company consummated the Mortgage on February 28, 2002.

Copies are inclosed.

If any further questions or evidence is needed, I am at your disposal.

It is with the most sincere Prayer I can pray, and with the hopeful acknowledgement by the Court of this wrongful circumstance that I ask for your Order of a Stay. Please, this gross situation is not of my doing. I finally have the oportunity to face the opposition to produce the original mortgage and the ammended mortgage and the Title Insurance, all of which was in front of Attorney Cohen's nose for use to expose the fraudulent manner in which this mortgage was consummated.

Respectfully submitted,



Helen L. George, pro se  
RR3 Box 359  
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814 695 7122 Fax # is same

Copy sent to

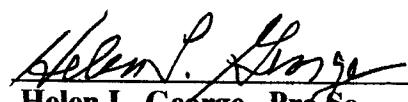
Bernard Markovitz  
United States Bankruptcy Judge  
U.S. Bankruptcy Court  
5414 U.S. Steel Tower  
600 Grant St.  
Pittsburgh, Pa.15219

Attorney James R. Walsh  
Trustee  
P. O , Box 280  
Johnstown, Pa. 15907

**VERIFICATION**

**I, Helen L. George verify that the statements of facts contained in the forgoing document is true and correct to the best of my knowledge, information and belief. I understand that false statements herein are subject to the penalties of 18PA.C.S.A. Section 4904 relating to unsworn falsification to authorities, which provides that if I knowingly make false averments, I may be subject to criminal penalties.**

Date 05/07/07  
05/07/07

  
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